

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**Foshan Wuyingtui Trading Co. Ltd.**

*Plaintiff,*

v.

**JCWIN AUTO CORP**

*Defendant.*

Civil Action No. 3:24-cv-2416

JURY TRIAL DEMANDED

**ORIGINAL COMPLAINT**

Plaintiff Foshan Wuyingtui Trading Co. Ltd. (“Plaintiff” or “FWT”) file this complaint against Defendant JCWIN AUTO CORP (“Defendant” or “JCWIN”) seeking a declaratory judgment of non-infringement and invalidity of U.S. Patent No. 11,142,056 (“the ’056 Patent”) in relation to certain truck bed cover products, as defined herein (“Accused Products”).

**PARTIES**

1. Plaintiff FWT is a type of foreign limited company organized under the laws of the People’s Republic of China. FWT has a principal place of business at Room 115, Unit 5, Fengqing Shangting, No.1 Shanghu Road, Gaoli Community, Ronggui Avenue, Shunde District, Foshan, Guangdong Province, 528306 China. FWT sells truck bed covers, truck racks and vehicle accessories on Amazon under the store name “Bestwyll” (Seller ID: A39PTZ49MT5PBK) and the trademark “Bestwyll.”

2. Upon information and belief, Defendant JCWIN is a U.S. corporation with a principal place of business at 14330 Iseli Rd Santa Fe Springs CA 90670.

**JURISDICTION AND VENUE**

3. This Court has original jurisdiction over the subject matter of this action against Defendant JCWIN pursuant to 28 U.S.C. §§1331, 1338(a) because it arises under the Patent Laws

of the United States, 35 U.S.C. §§ 101 et. seq. Jurisdiction over the subject matter of this action is further provided under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.

4. Personal jurisdiction and venue exist in this Court over JCWIN because its unlawful practices were committed and/or caused harm to Plaintiff within the jurisdiction of this Court. Texas is the top market for Plaintiff FWT and Amazon's removal of the Accused Products has a substantial effect on the state such that a declaratory judgment action of non-infringement and invalidity is proper. Courts have found that a significant amount of goods sold in a federal district through an interactive website makes that district a proper place of venue as a place where a substantial part of the events giving rise to the claim arose, see *Nursery Decals & More, Inc. v. Neat Print, Inc.*, No. 3:19-CV-2606-B, 2020 U.S. Dist. LEXIS 63113, at \*29-31 (N.D. Tex. Apr. 10, 2020).

### **INTRODUCTION**

5. Plaintiff FWT received an Amazon Patent Evaluation Express (APEX) Program notice dated September 04, 2024, alleging "Intellectual Property Violations" of the '056 Patent. Subsequently, Amazon.com will delist Plaintiff FWT's truck bed cover products from the platform based on the alleged infringement should FWT decline to participate in the APEX Program. Defendant JCWIN's objectively baseless complaint to Amazon has caused irreparable harm and will continue to cause harm as long as Plaintiff FWT's products remain delisted. The alleged "Intellectual Property Violations" under APEX Program are wholly meritless in light of Plaintiff FWT's truck bed cover products do not meet each and every limitation under the '056 Patent and prior art known before the filing of the asserted '056.

### **NATURE OF THE ACTION**

6. This action arises from Declaratory Judgment of patent non-infringement and patent invalidity under the Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.*, and the United States Patent Laws, 35 U.S.C. § 101 *et seq.* Defendant JCWIN's actions have placed Plaintiff FWT in the precarious position of the imminent and real threat of an infringement lawsuit through the enforcement of the '056 Patent through the APEX Program.

### **THE PLAINTIFF'S PRODUCTS**

7. Plaintiff FWT is an e-commerce company selling multiple categories of products on Amazon under the storefront Bestwyll and brand name "Bestwyll," for example, Plaintiff FWT sells truck bed covers and truck racks.

8. The truck bed covers at issue are identified by American Standard Identification Nos. ("ASIN") B0BX6CLG2C, B0CLVPJFGY, B0CKYMT8QG, B0CGF332K2, B0CWS2SDB1, and B0BZ4YTPG6. Each ASIN sells Accused Products that are functionally equivalent.

9. The Bestwyll storefront has garnered 4.6 out of 5 stars in customer ratings. The Bestwyll products are known for their outstanding quality and dependability at an affordable price point.

10. The Amazon Marketplace constitutes Plaintiff FWT's primary sales channel into the United States. Additionally, Texas is the most significant sales market for Plaintiff. To remain competitive in the United States market for chairs, Plaintiff need their products listed in the Amazon Marketplace.

11. Defendant JCWIN's use of the APEX as an inequitable injunction significantly harms Plaintiff FWT. Defendant's submission of Amazon.com infringement reports has caused immediate and irreparable harm to Plaintiff FWT. In addition to the direct effects of monetary

losses, the delisting of Plaintiff's truck bed cover products immediately results in lost sales numbers, market shares, product reviews, and product ratings and prevents Plaintiff FWT from accessing its largest channel of trade.

12. Additionally, Defendant's actions have placed Plaintiff FWT in the precarious position of the imminent threat of an infringement lawsuit which presents a substantial, immediate, and real controversy of adverse legal interests. Defendant has already shown its intent to misuse its patent to assert baseless infringement allegations against Plaintiff.

**U.S. Patent No. 11,142,056**

13. Defendant JCWIN is the applicant and assignee of record of the '056 Patent, attached as Exhibit 1.

14. The '056 Patent is entitled "Truck bed cover" and generally discloses "A truck bed cover includes rails attached along truck bed side tops, slats residing laterally between the rails, end caps attached to opposite ends of each slat sliding forward and rearward in the rails, and flexible joiner hinges attaching consecutive ones of the slats. A cover holder resided between truck sides against a truck cab. The cover slides into the holder for storage, and rolls into a spiral inside the holder. Each slat includes two end walls and a center wall. The center wall includes a center "C" shaped portion and vertical portions reaching up from the center "C" shaped portion to a slat top surface and down from the center "C" shaped portion to a slat bottom surface. The slat top is cambered to reduce or eliminate water pooling on the cover." Exhibit 1 at Abstract.

15. The '056 Patent was issued on October 12, 2021, and has an effective filing date of May 6, 2019.

**DEFENDANT JCWIN**

16. Upon information and belief, Defendant JCWIN is a California corporation that sells and markets automotive accessories and truck parts.

17. On or around September 04, 2024, JCWIN initiated an APEX procedure asserting claim 1 of the '056 Patent against the Bestwyll truck bed covers identified by ASIN Nos. B0BX6CLG2C, B0CLVPJFGY, B0CKYMT8QG, B0CGF332K2, B0CWS2SDB1, and B0BZ4YTPG6. *See* Exhibit 2, Amazon Patent Evaluation Express Agreement.

18. The Bestwyll truck bed covers do not infringe any of the claims of the '056 Patent. Firstly, it fails to meet one or more elements of each and every independent claim of the '056 Patent, for example, The Bestwyll truck bed covers do not meet each and every limitation of independent claims 1. Likewise, since the independent claims are not infringed, neither are their dependent claims. *Wahpeton Canvas Co. v. Frontier, Inc.*, 870 F.2d 1546, 1552 n.9, 1553 (Fed. Cir. 1989) (a dependent claim cannot be infringed if any claim from which it depends on is not infringed). Secondly, it is invalid due to prior art being available to the public before the effective filing date of the claimed invention. Under 35 U.S.C. § 102, a patent is invalid if the claimed invention was patented, described in a printed publication, or in public use, on sale, or otherwise available to the public before the effective filing date of the claimed invention.

**COUNT I:**  
**DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '056 PATENT**

19. Plaintiff FWT incorporates by reference the preceding paragraphs as though fully set forth herein.

20. An actual, continuing and justiciable controversy exists between FWT and JCWIN as to the non-infringement of the '056 Patent, as evidenced by JCWIN's allegations of infringement on Amazon, as set forth above.

21. The Bestwyll truck bed covers do not infringe any valid claim of the '056 Patent as it lacks one or more elements from each of the independent claims as discussed above.

22. JCWIN's baseless infringement reports on the Amazon.com, Inc. platform have caused imminent and real threat of an infringement lawsuit.

23. JCWIN's baseless infringement reports on the Amazon.com, Inc. platform have caused and will continue to cause ongoing and irreparable harm to Plaintiff.

24. Pursuant to the Declaratory Judgment Act, Plaintiff FWT requests a judicial determination and declaration that Plaintiff FWT does not infringe and has not infringed, either directly or indirectly, literally or under the doctrine of equivalents, any presumably valid claim of the '056 Patent.

25. Regarding claim 1, FWT products at least do not have "a laterally running, and vertically reaching, center wall between the front side and the rear side and reaching down from the slat top surface." FWT product's slats do not contain the inner center wall as described in the '056 Patent.

26. Moreover, since Claim 1 is invalid, the patent cannot be infringed upon.

**COUNT II:**  
**DECLARATORY JUDGMENT OF INVALIDITY OF THE '056 PATENT**

27. Plaintiff incorporates by reference the preceding paragraphs as though fully set forth herein.

28. An actual, continuing and justiciable controversy exists between Plaintiff FWT and Defendant JCWIN as to the invalidity of the '056 Patent, as evidenced by JCWIN's allegations of infringement on Amazon, as set forth above.

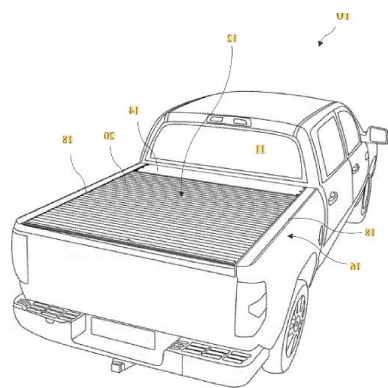
29. The Bestwyll truck bed covers do not infringe any claim of the '056 Patent in light of prior art known before the filing of the asserted '056 Patent.

30. JCWIN's baseless infringement reports on the Amazon.com, Inc. platform have caused imminent and real threat of an infringement lawsuit.

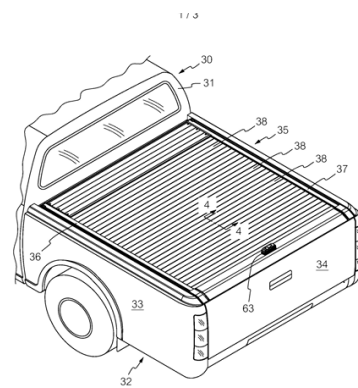
31. JCWIN's baseless infringement reports on the Amazon.com, Inc. platform have caused and will continue to cause ongoing and irreparable harm to Plaintiff.

32. Pursuant to the Declaratory Judgment Act, Plaintiff FWT request a judicial determination and declaration that '056 Patent is invalid under 35 U.S.C. § 102.

33. Defendant JCWIN filed U.S. Application No. 16/404,251 (the “’4251 Application”) that issued as the ’056 Patent, on October 12, 2021. However, before JCWIN’s priority filing date, there was at least one identical prior art previously known and available to the public. Specifically, Australian Patent Office Application AU 2019100028 (“’028 Application”) is titled “Roller Lid for Truck Bed” and was filed on January 10, 2019. *See* Exhibit 3, ’028 Application. Below is a side-by-side comparison of the two products.



## the '056 Patent



'028 Application

34. Regarding independent claim 1, the '028 Application teaches every limitation thereof including:

- i. To the extent the preamble is limiting, the '028 Application discloses a truck bed cover (*a roller lid for a truck*)
- ii. rails configured to attach along truck bed side tops (*rails 36 on the side of the truck*);
- iii. a multiplicity of slats residing laterally between the rails and slidably engaging the rails (*a plurality of slats 38, each slat is mounted to the next slat using a flexible joiner member*);
- iv. end caps attached to opposite ends of each slat, the end caps cooperating with the rails to slide forward and rearward in the rails (*end cap of the roller lid for truck bed*);
- v. flexible joiner hinges attaching consecutive ones of the slats (*each slat is mounted to the next slat using a flexible joiner member 39*); and
- vi. a cover holder configured to reside between truck sides proximal to a truck cab (*storage[cover holder] adjacent to the front side of the truck bed*),
- vii. a holder interior receiving the truck bed cover for storage (*storage adjacent to the front side of the truck bed*),
- viii. wherein the slats slide between the rails into the cover holder for storage, and the slats withdraw from the cover holder to cover the truck bed (*While in use, the user can grab the handle 63 and turn the handle 63 to unlock to allow the slats 38 to be moved to the front side of the truck bed so that the slats 38 are reeled into their storage*); and
- ix. the slats including; a laterally running front side (*a front protrusion 44*); a laterally running rear side (*a back protrusion 45*), the front side offset from the rear side towards the truck cab (*the front protrusion 44 protrudes from the leading edge of*



*the slat in outward direction from the slat 38, the back protrusion 45 protrudes from the trailing edge of the slat in outward direction from the slat 38);*

- x. a slat top surface reaching horizontally between the front side and rear side (*the front protrusion 44 is positioned lower than the upper surface 43 by a distance, the back protrusion 45 is positioned adjacent to the upper surface 43*); and
  - xi. a laterally running, and vertically reaching, center wall between the front side and the rear side and reaching down from the slat top surface (*there is a wall [center wall] between the front hole 46 and the back hole 47, See Fig. 4*).
35. As shown above, the '028 Application teaches each and every limitation of the '056 Patent.

#### **DEMAND FOR JURY TRIAL**

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully request that this Court enter a judgment as follows:

- A. Preliminary and permanent injunctions ordering Defendant JCWIN to withdraw all Amazon infringement complaints lodged against the truck bed covers regarding the '056 Patent, and to refrain from lodging any further infringement complaints regarding the same.
- B. A declaration that any of the claims of the '056 Patent are invalid and Plaintiff's truck bed covers do not infringe the '056 Patent;
- C. A declaration that the truck bed covers do not infringe any of the claims of the '056 Patent; and

D. A declaration that this case is exceptional and an award to Plaintiff FWT of its costs, expenses, and reasonable attorney fees incurred in this action pursuant to 35 U.S.C § 285; and

E. Such further and additional relief as the Court deems just and proper.

Dated: September 24, 2024

Respectfully submitted,

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